



## Broker Permit

Company:.....\*Ltd/Partnership/sole trader/private individual

Contact name .....

Position in company .....

Address:.....

Post code:.....Telephone:.....

Email:.....

Company activities .....

Who will be on site: .....

Dates on site .....or

Request for annual permit to work from .....

Customer name (if applicable): .....

### Acceptance

I have received and read the 'terms & conditions for brokers' and the boatyard 'safety instructions'.

I will accept the 'terms & conditions for brokers' and will abide by the boatyard 'safety instructions'.

I have provided Winters Marine Ltd with a copy of my insurance certificates.

Signed by the Contractor ..... Date .....

Signed by Winters Marine Ltd .....Date .....

\*Delete as applicable

## **TERMS AND CONDITIONS FOR CONTRACTORS**

**Broker** refers to all persons carrying out business on our premises.

**Company** refers to Winters Marine Ltd.

**Premises** refers to the land, water, structures and buildings owned, maintained and operated by Winters Marine Ltd.

1. Brokers must supply copies of third party Employers and Public liability insurance certificates showing a limit of not less than £3,000,000 any one claim in respect of Public liability. It must also remain in force for the duration, provide indemnity to the company as principal and not waive the company's rights of recovery.
2. Brokers indemnify the company against all losses or damages suffered by the company as a result of, or in connection with, any action of the broker.
3. Brokers must inform the company of any notices issued, or legal proceedings, that have been taken against the broker by the Health and Safety Executive in the last 3 years.
4. Brokers must provide details of any accidents/incidents reported by, or on behalf of, the contractor to the Health and Safety Executive during the last 3 years as required by the *Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013* (RIDDOR).
5. Brokers must sign in and out of reception on every visit to the premises.
6. Brokers must not engage in any activity that may bring the company or any of the company's employees, customers or visitors into disrepute.
7. Brokers must at all times, comply with the company's policies and guidelines which are contained in the boatyard 'safety instructions'.
8. Brokers must comply with all statutory legislation and regulations.
9. Brokers must be able to demonstrate a safe system of work, and comply with the Health and Safety at Work Act 1974. Brokers must ensure that its employees are properly trained and comply with the company's policies and guidelines which are contained in the boatyard 'safety instructions'.
10. Brokers must maintain adequate standards of health and safety for themselves and their employees, clients and anyone within their working vicinity.
11. Brokers must maintain a clean, tidy and safe environment.
12. Brokers must not access a vessel without the permission of the owner. Keys will not be released unless the owner has given the company permission to do so. Security for a vessel will be the responsibility of the broker following a viewing. Keys are to be returned promptly to the company.
13. Brokers are only permitted to conduct viewings on the premises; they are not permitted to carry out any work to a customer's vessel. Should work be required this must be discussed with the Company.
14. Brokers must abide by the requests of the company and their employees.
15. Brokers must communicate with the company to ensure safe operation of all facilities.
16. If the Broker or their employees/clients cause any contamination of the premises, in any way, they will be liable for all costs incurred.
17. The company has the right to terminate the brokers permit at any time. The company's decision will be final and the broker will have no right to appeal, nor will the broker have any claim against the company for any loss suffered. In the event of such termination the broker shall vacate the premises immediately.
18. Nothing in these terms and conditions absolves the broker from their duty to comply with the relevant legislation including Health and Safety at Work Act 1974, Fire Regulatory Reform (Fire Safety) Order 2005 and others.
19. Brokers and their employees will be responsible for escorting their clients at all times when on the premises. They will be responsible for their safety and will make them aware of any relevant safety precautions in place and are wearing suitable footwear.
20. Brokers will be responsible for checking that any appointed surveyor by their client has the correct insurance in place in order to carry out their work on the premises and failure to ensure this will deem the broker's insurance liable.
21. Conducting viewings when a boat is stored in any undercover storage shed will require booking an appointment in advance and cannot take place outside of working hours which are Monday to Friday 8am to 4.30pm.
22. The company shall permit the broker to display, with prior approval, a small sign showing the broker's name and contact details on the boat being sold.



## TERMS OF BUSINESS

### 1. PRELIMINARY PROVISIONS AND DEFINITIONS

- 1.1 These Terms of Business form an integral part of all quotations and contracts provided by the Company.
- 1.2 These Terms of Business apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 In these Terms of Business:

**'Applicable Laws on Consumer Rights'** means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection, including but not limited to the Consumer Rights Act 2015.

**'Company'** means the party or parties undertaking the Work, as well as any authorised member, agent, employee or representative of the Company.

**'Consumer'** means a Customer who is considered a "consumer" under the Applicable Laws on Consumer Rights.

**'Customer'** means the party or parties with whom the Company agrees to perform the Work and shall include the legal owner of any relevant Vessel, any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of the Customer. Where the Vessel is under demise charter and the agreement is with the demise charterer, the Customer shall also include the demise charterer. In the event that the Company enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.

**'Order'** means the Customer's order for the Work, as set out in the Customer's order form, or the Customer's written acceptance of the Company's quotation, or overleaf, as the case may be.

**'Parties'** means the Company and the Customer; each a Party and collectively the Parties.

**'Vessel'** means any vessel or a floating craft of any nature (or part thereof), or any other comparable object such as a yacht, a lighter, a barge, a pontoon, a tug, a drilling-platform, a rig as well as any other object entrusted to the Company for the Work to be undertaken.

**'Work'** means the goods and services supplied to the Customer and/or work undertaken by the Company pursuant to these Terms of Business.

### 2. LIABILITY

- 2.1 The Company shall not be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, caused by or arising from events or circumstances beyond its reasonable control (which includes, without limitation, acts of God, wars (whether declared or not), riots, civil commotions, malicious damage, embargoes, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, accidents, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other Party), failure of a utility service or transport network, unusually severe weather conditions, default of suppliers or subcontractors or the actions of third parties not employed by the Parties).
- 2.2 The Company shall take reasonable steps to maintain security at its premises, and to maintain its facilities and equipment in reasonably good order and condition.
- 2.3 Notwithstanding Clause 2.2, the Vessel, and any other property of the Customer left at the Company's premises, is at the Customer's own risk.
- 2.4 The Company shall not be under any duty to salvage or preserve the Vessel from the consequences of: (a) any defect in the Vessel and/or (b) an accident which has not been caused by the Company. However, the Company reserves the right to salvage or preserve the Vessel, at its sole discretion, in appropriate circumstances and in particular where the safety of people, property or the environment is at risk.
- 2.5 The Customer shall effect and maintain, at no cost to the Company, liability insurance providing cover for any loss or damage for which the Customer may be liable under these Terms of Business (including third party liability cover and, where appropriate, employer's liability cover in respect of any of its employees).
- 2.6 The Company shall effect and maintain, at no cost to the Customer, liability insurance for such loss or damage for which the Company may be held liable under these Terms of Business.
- 2.7 Each Party shall produce copies of insurance policies as evidence of cover, immediately and (in any case within seven (7) days) upon request by the other Party.
- 2.8 Each Party accepts responsibility and liability for:
- 2.8.1 death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors;
  - 2.8.2 fraud or fraudulent misrepresentation; or
  - 2.8.3 any other reason for which it would be illegal for the Parties to exclude liability.
- 2.9 Subject to Clause 2.8, the Company shall under no circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with

these Terms of Business.

- 2.10 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms of Business.

### 3. PRICES AND ESTIMATES

- 3.1 The price for the Work shall be the price set out in the Order, or if no price is quoted for the Work, the price will be determined based upon the labour and materials expended and services provided in accordance with the Company's usual tariff at the time when the Work was performed, as duly invoiced to the Customer (the "Price").
- 3.2 Unless otherwise agreed in writing, the Price will not include expenses incurred for pilotage, salvage, tugs, harbour dues and similar charges which shall be invoiced separately to the Customer.
- 3.3 The Company will exercise reasonable skill and judgment when giving an estimate or indication of Price. However, estimates are always subject to the accuracy of information provided by the Customer, are often based on a superficial examination and do not include the cost of any emergent work which may be necessary nor the cost of any extensions to the Work. The Company reserves its right to (a) increase the rates under its usual tariff (provided that such increase does not take place more than once in any twelve (12) months) and/or (b) subject to Clause 3.4, increase the Price for the Work.
- 3.4 The Company will inform the Customer of any proposed increase in the estimated Price, together with the reasons for such increase, and will proceed with the Work after having obtained the Customer's approval (such approval not to be unreasonably delayed or withheld). The Customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in the Price.

### 4. PAYMENT

- 4.1 Unless otherwise agreed between the Parties in writing, payment for all Work provided shall be due immediately upon receipt of the Company's invoice. Payment shall be deemed to have been made when received by the Company in cash or cleared funds at the Company's nominated bank account. Time for payment is of the essence.
- 4.2 If the Customer fails to make any payment due to the Company by the due date for payment, the Company has the right to charge interest on the overdue amount at the rate of four percent (4%) above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 4.3 The Customer shall pay all amounts due under these Terms of Business in full without any set-off, counterclaim, deduction or withholding except as required or permitted by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 4.4 To the extent permitted by law, the Customer hereby grants to the Company a lien and a continuing security interest, and, where applicable, a maritime lien, over the Vessel as security for payment of the Price until full payment of the Price by the Customer, or until the Customer has given security to the Company in a form and substance acceptable to the Company (for example a letter of guarantee from a bank reasonably acceptable to the Company or lodgement of a cash deposit with a professional third party agent reasonably acceptable to the Company). The security provided shall be sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs and expenses.
- 4.5 The Company shall be entitled to charge the Customer for storage and the provision of any ongoing services at the Company's normal daily rates until full payment (or provision of security) by the Customer and removal of the Vessel from the Company's premises. The Customer shall be entitled to remove the Vessel upon providing proper security.

### 5. DELAYS

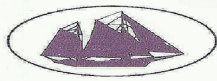
- 5.1 Unless otherwise agreed in writing by the Parties, time estimates given for completion of the Work are given in good faith and without guarantee.
- 5.2 The Company shall not be liable for any failure or delay in the performance or completion of the Work, or for any such loss or damage resulting therefrom, unless the Company has expressly guaranteed completion by a specific date in writing, or the delay arises from its wilful acts or omissions or negligence.

### 6. THE VESSEL'S MOVEMENTS

- 6.1 The Company shall have the right to order such movements of the Vessel



- and such tests or trials it deems necessary in order to perform and determine the due completion of the Work and/or for reasons of safety, security or good management of the Company's business and premises.
- 6.2 The costs of such movements, trials and/or tests including the cost of any bunkers and/or consumables shall be borne by the Customer.
- 7. TITLE AND RISK**
- 7.1 Risk in all goods, equipment and materials supplied by the Company to the Customer shall pass to the Customer at the time of supply to the Customer of such goods, equipment or materials or at the time when such goods, equipment or material are assigned or affixed to the Vessel, as the case may be.
- 7.2 Title to all goods, equipment and materials supplied by the Company to the Customer shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Work.
- 8. GUARANTEE**
- 8.1 The Company guarantees that, for a period of twelve (12) months from completion of the Work (the "Warranty Period"), the Work will be free of defects in material and workmanship and in conformity with the agreed specification. The Customer shall give notice in writing (as per Clause 14) to the Company of any defects in material or workmanship ("Defective Work") which may become apparent and shall provide the Company with sufficient evidence so as to establish the nature and extent of the Defective Work. This guarantee applies only to the Customer: a person who is not a Party to these Terms of Business shall not have any rights to enforce these Terms of Business.
- 8.2 On notification by the Customer of the Defective Work, the Company will be given a reasonable opportunity to inspect the Defective Work and if it is the Company's responsibility, the Company shall repair or re-perform, in whole or in part, at its discretion, the Defective Work. Delivery of repairs or re-performance under this guarantee will be made in accordance with these Terms of Business.
- 8.3 The Customer shall, immediately after the discovery of any Defective Work, take all appropriate steps to mitigate any loss or damage and to prevent any Defective Work becoming more serious.
- 8.4 The Company shall not be liable for any Defective Work if the defect arose as a result of: (a) the Customer's failure to follow the Company's oral or written instructions; (b) the Company following any drawing, design or specifications supplied by the Customer; (c) fair wear and tear, wilful damage, negligence or abnormal working conditions; and/or (d) changes made to ensure compliance with applicable statutory or regulatory standards.
- 8.5 Any remedial work which is put in hand by the Customer directly without first notifying the Company and allowing the Company a reasonable opportunity to inspect the Defective Work shall invalidate the guarantee provided under this Clause 8.
- 8.6 Where the Customer is not a Consumer:
- 8.6.1 these Terms of Business do not contain any express or implied term as to quality or fitness for any particular purpose, unless, prior to the Work being performed, the purpose has been clearly identified in writing to the Company and the Customer has stipulated that it is relying upon the Company's skill and judgment to ensure this purpose has been met; and
- 8.6.2 the Company accepts no liability to the Customer in respect of any loss of profit or turnover which the Customer or its customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied to the Customer by the Company.
- 8.7 The Company shall assign to the Customer any and all of its rights against the manufacturer or supplier of any particular article used in the Work or supplied to the Customer as part of the Work.
- 9. QUALITY STANDARDS**
- 9.1 The Company will exercise reasonable care and skill in the performance of the Work in accordance with the provisions of these Terms of Business, the requirements of any relevant regulatory bodies and, in the absence of any other contractual term as to quality, to a satisfactory standard.
- 10. ACCESS TO PREMISES / WORK**
- 10.1 No work or services shall be carried out by the Customer on the Vessel or the Company's premises without the Company's prior written consent except for minor running repairs or minor maintenance of a routine nature. The Company's consent may be revoked with immediate effect in the event of any breach of these Terms of Business by the Customer, in which case the Company shall be entitled to demand the immediate cessation of any work.
- 10.2 The Customer is subject to the Company's health and safety, environmental and access policies and shall further be obliged to comply with all laws and regulations relating to environmental protection and safety.
- 10.3 The Customer is responsible for any damage or loss caused directly or indirectly from any breach of its obligations under these Terms of Business.
- 10.4 The Customer shall take all necessary precautions to avoid pollution of the environment and shall indemnify the Company for any loss or damage arising from any pollution of the environment.
- 10.5 The Customer shall ensure that it does not cause any nuisance or annoyance to the Company, any other customer or person present or residing in the vicinity and does not interfere with the Company's schedule for the Work and/or the good management of the Company's premises and business.
- 10.6 During performance of the Work by the Company (and/or any of the Company's sub-contractors), the Customer shall not have access to the Vessel unless the Company's prior written consent has been obtained.
- 11. ASSIGNMENT AND OTHER DEALINGS**
- 11.1 The Company may at any time assign, transfer or deal in any other manner with all or any rights under these Terms of Business and may sub-contract or delegate in any manner any or all of its obligations under these Terms of Business to a third party.
- 11.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms of Business.
- 12. CONSUMER RIGHTS**
- 12.1 To the extent that these Terms of Business contradict with the Applicable Laws on Consumer Rights, the rights conferred on Consumers under the Applicable Laws on Consumer Rights remain unaffected.
- 12.2 Advice on whether a Customer is a Consumer or is otherwise protected by some or all of the Applicable Laws on Consumer Rights may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors practising in England and Wales.
- 13. THIRD PARTY RIGHTS**
- 13.1 A person who is not a Party to these Terms of Business shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business.
- 14. COMMUNICATION AND NOTICES**
- 14.1 All communications and notices given under these Terms of Business shall be in writing. A notice shall be sufficiently served if given by effective means of communication, including but not limited to fax, email, registered or recorded mail or by personal service, to the Customer's last known address or to the Company's official email, trading address or registered office.
- 15. SEVERANCE**
- 15.1 If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 15 shall not affect the validity and enforceability of the remaining provisions of these Terms of Business.
- 16. GOVERNING LAW AND JURISDICTION**
- 16.1 These Terms of Business, as well as any contract(s) made subject to these Terms of Business, shall be governed by and construed in accordance with English law.
- 16.2 All disputes arising out of or in connection with these Terms of Business shall be subject to the non-exclusive jurisdiction of the English courts.
- 16.3 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under British Marine's ("BM") Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or online on BM's member website.



# WINTERS MARINE LIMITED (LINCOMBE BOATYARD)



Salcombe, TQ8 8NQ Telephone : 01548 843580 Mobile : 07989 322437 Email: [info@lincombeboatyard.co.uk](mailto:info@lincombeboatyard.co.uk)

## SAFETY INSTRUCTIONS

**For your safety, & that of others, please observe the following when on our premises  
Our staff are highly experienced, please listen to their advice & follow their instructions  
if you have any queries, please ask a member of staff**

### GENERAL

Access to our site is only permitted with prior arrangement.

Visitors, within working hours, (Monday to Friday 8am to 4.30pm) are required to report to reception.

No unauthorized access is permitted outside these hours.

CCTV is in operation 24 hours a day.

Please use the marked yellow walkways at all times.

Please do not move or go around any barriers or guards.

Swimming, diving, and fishing is not permitted on our premises or moorings.

Lifejackets are to be worn at all times on our pontoons.

Pontoons & walkways can be slippery when wet or in cold weather.

If lifting operations are taking place you may have to wait until the area is made safe before being given access.

First Aid & emergency equipment is located at reception during working hours.

Smoking is not permitted on site within 5m of any building.

Overnight stays on board boats stored ashore, or vehicles parked on our premises, is not permitted.

Please avoid where possible interacting with yard staff – please contact the office with any queries/requests.

Work areas around boats are to be kept clean and tidy at all times with any used PPE or waste being removed and disposed of in the correct areas.

When using toilet facilities, we advise using hand sanitizer before entering and after exit.

Outside of working hours we do not permit lone working.

BBQs or fires are not permitted anywhere on our premises, including moorings.

### VEHICLES

Please be aware of moving vehicles & boats at all times.

Vehicles should be driven with extreme care on site & reversing and/or towing must be done with assistance.

Cars may only park in the marked bays and may not be slept in overnight.

Cars must not block in any trailers, boats, or machinery.

Please drive carefully through the security barrier and do not tailgate, to avoid damage to your vehicle, or our barrier, and keep to the **speed limit of 5mph** once you have entered the site.

### FIRE

On hearing the fire alarm immediately proceed to the muster point at the top of the inner slipway.

Do not tackle a fire or put yourself or others at risk.

All fire exits & emergency routes are to be kept clear at all times.

Please make yourself aware of the fire exits & fire-fighting equipment when you enter our buildings.

On discovering a fire, please sound the alarm & proceed to the muster point.

### CHILDREN & PETS

Children are not permitted to 'play' in the boatyard & must be closely supervised at all times.

Please do not allow them to throw stones or to climb on railings, the bridge and machinery/equipment.

We are happy for dogs to be on our premises, but we expect owners to clean up after them & keep them on a lead.

Children and pets are not permitted on board boats stored ashore, at any time.

Please do not tie dogs to boat supports.

### TOILETS & SHOWERS

Our facilities are located in the building on the right as you enter the boatyard.

Access is controlled for your security.

Showers operate by £1 coins only.

The facilities to the side are available at all times, except during cleaning.

### TIDES

Access to the deep water for your tender/dinghy is through our dredged channel which is navigable at most states of the tide.

On a low spring tide, you may need to allow between 1-2 hours either side of low tide to gain access to the deep water.

Please follow the red & green channel marker buoys to avoid going aground.

### INCIDENTS & SUSPICIOUS ACTIVITIES

Theft can occur at any time of the year. Remove as much as possible when you leave and mark all equipment.

In an emergency dial 999 & then contact Winters Marine Ltd for assistance or refer to safety instructions on the noticeboard.

Report any of the following to Winters Marine Ltd as soon as possible:

- An incident or 'near miss.'
- Any situation or equipment that looks potentially dangerous.
- Anyone performing a dangerous task.
- Any smoke or heat that may lead to a fire.
- Anything suspicious - make a note of registration numbers, markings or descriptions of any vessel or vehicle involved.

### CONTAMINATED LIQUIDS

Spills of any size must be reported as soon as possible to Winters Marine Ltd, to avoid damage to hard standing surfaces and contamination of the environment.

A spill kit is located in the hazardous storage area. If used this must be reported so it can be replenished.

Major spills must be notified immediately on 07989 322437.

### PRIOR TO LIFTING

Boats to be laid up ashore are required to complete a form on our website under the 'laying up' button.

A boat safety form is also required.

Fore sails, covers & awnings should be removed before lifting. Logs should be fitted with blanks to avoid damage.

Vessels on our premises must be covered by a minimum of £3,000,000 third party liability insurance.

Owners supplying their own cradles or props must ensure they are maintained & comply with current health & safety standards. We reserve the right to refuse to use anything we believe to be unsafe.

Excessive fouling will incur additional charges.

Vessels are lifted at the discretion of the operator & Winters Marine Ltd.



## BOATS STORED ASHORE

Only minor work may be undertaken by an owner.

Prior approval is required from Winters Marine Ltd before removing or washing down antifoul, sanding/scraping, grinding, welding, cutting, removing engines & all 'boatbuilding' activities including electrical work, hot work, engineering, gas work, rigging work etc.

Whilst your boat is ashore, please do not attempt to move any hull supports e.g., shores, cradles, props etc.

Please secure all halyards to prevent damage.

Covers should not be tied to boat supports including cradles.

All cover ties should go fully under the hull of a boat.

Outside of working hours we do not permit lone working.

No Hull and/or keel sanding/blasting may be undertaken in the boatyard. Alternative methods are available from Winters Marine Ltd.

Silicon based antifouls may ONLY be applied by Lincombe Boatyard companies.

Only dustless electric sanders are permitted for use on site.

A professional rigger & electrician, approved by Winters Marine Ltd, may be needed to assist with mast un/stepping.

Walkways are to be kept clear of debris & stored items.

Electrical leads, debris or equipment shall not be left in such a manner as to pose a 'trip hazard.'

Only approved engineers may start an engine whilst a boat is ashore.

Please do not approach the lift area at any time & remain at least 5m away from this area until the lift is complete.

Additional safety instructions apply when working in the undercover storage shed which are available from the office.

Staying overnight on-board boats stored ashore is not permitted. This also includes vehicles parked on our site.

## ELECTRICITY & SERVICES

Use of boatyard electricity is subject to prior permission.

All shore power is supplied through a metered cable which can be owner supplied or hired on site.

All electrical cables & plugs must be made for the marine environment & be undamaged.

The wiring on your boat & onboard electricity systems must comply with appropriate standards.

Do not connect more than one supply to a boat & never connect one boat to another.

Never attempt to repair or alter connecting cables, plugs or any infrastructure.

Do not use worn or damaged cables, plugs or sockets.

Please do not access, tamper with, or affect the electricity supply in any way.

We cannot be held responsible for the consequences for any loss of power.

Batteries are not to be left on charge, especially overnight, unless someone is present aboard the boat throughout the whole period of charging.

Always use a professional electrician who is approved by Winters Marine Ltd.

## WORKING AT HEIGHT

Only professional riggers, approved by Winters Marine Ltd, may go up a mast whilst your boat is ashore.

Customers are reminded of the hazards associated with working high above ground on the decks of their boats, on scaffolding or up ladders.

When using a ladder, customers must tie off the top of the ladder to the boat to prevent the ladder slipping when in use.

Customers are advised to supply their own ladders for accessing their vessels when ashore.

Ladders or steps should conform to the latest safety standard.

Ladders should be removed from vessels when unattended.

Ladders must not be used to access 3.5 metres or more above ground level.

No scaffolding is to be erected on site.

A harness or handrail system must be used as a 'fall arrest' if using platforms 1.8m above ground level.

When working on the deck of a boat ashore, a suitable handrail or fall arrest system should be in place.

## GAS

No gas is permitted to be used whilst your boat is stored ashore. Please use shore power for all heating/cooking etc.

Gas bottles are to be stored 'switched off' in an upright position & secured to prevent them falling over.

## CONTRACTORS

The term 'contractor' includes all persons carrying out work on any boat other than their own.

No work shall be carried out on a vessel, gear, equipment, or other goods while on our moorings or in the boatyard unless done by the owner (see above for work that requires permission), Lincombe Boatyard personnel or sub-contractors engaged by Lincombe Boatyard companies.

Owners are not to bring their own contractors onto Lincombe Boatyard premises or our moorings without permission from Winters Marine Ltd.

If Winters Marine Ltd agrees to a contractor working on site, then they will be required to provide, **prior to starting any work**, the following:

- \* A completed contractor's permit.

- \* A hot work permit is required for anything that generates or requires heat i.e., grinding, welding, cutting, heat gun etc.

- \* Copies of third party/public/employers & products liability cover which provides indemnity to Winters Marine Ltd as principal and does not contain any agreement to waive our rights of recovery.

- \* For security reasons we will not issue keys to contractors unless we have received the boat owner's instructions.

- \* Owners should be aware that in the event of injury or damage being caused on our premises by a contractor who has not satisfied Winters Marine Ltd with the required information in order to work on site then the owner's insurance will be deemed liable.

- \* Contractors must sign in & out at reception on each visit.

## PRIOR TO LAUNCH

Please ensure the boat is watertight and either supply a set of keys for the boat or leave unlocked so that checks can be made once launched.

Fenders & mooring lines must be fitted before the lift starts.

Provide a mooring number.

Invoices are settled with all boatyard companies.

## WASTE & WATER

Drinking water is not available in the boatyard.

Hose pipe outlets are located near the blue electricity boxes.

Hazardous materials should be used & stored as recommended by the manufacturer & legislation.

All debris must be disposed of at the end of each working day.

We will make a charge if an area around a boat is left untidy.

Please do not contaminate the general waste with oil, grease, paint, resin, sealant, lightbulbs, electrical items, antifouls, batteries or metals. This will result in an extra charge.

Any hazardous materials such as paints, antifouling, scrapings, oil, rags etc. are to be disposed of in our hazardous waste area.

It is an owner's responsibility to dispose of waste from the boat in a safe way. This may include removal from site to suitable facilities i.e., pyrotechnics.

## TERMS

Our terms of business are BM1 – 2017.

Nothing in these safety instructions absolves an employee, contractor, owner, or visitor from their duty to comply with these safety instructions & relevant legislation.

Unauthorised dinghies/trailers left on the premises will incur a removal charge of £100.

All work carried out will be invoiced periodically & will be either payable within thirty days or prior to launching whichever is the soonest.

Interest will be charged at the rate of 5% per month on outstanding accounts.

All vessels must be covered by a minimum of £3,000,000 3<sup>rd</sup> party & public liability insurance.

All cars, boats, equipment & stores therein are stored or moored at the owner's risk.